



**REQUEST FOR PROPOSALS
(RFP)**

RFP #6548

**REVENUE SHARE CONTRACT
FOR
PHOTOGRAPHY
SERVICES**

**Issue Date: May 12, 2010
Reponses Due: May 27, 2010 4pm**

Proposal #6548 for Photography Services
Milwaukee County Zoo
Attn: Joe Jastrow
10001 W. Bluemound Rd
Milwaukee, WI 53226

Joe.jastrow@milwcnty.com
1-414-771-3040

Request for Proposals for Photography Services Milwaukee County Zoo

I. INTRODUCTION

Milwaukee County Zoo (Client or County) is seeking proposals from experienced photography agencies (Vendor) for the development, production and sales of visitor photographs to capture a visitor's memorable experience at the Milwaukee County Zoo.

II. BACKGROUND

The Milwaukee County Zoo is one of Wisconsin's top tourist attractions drawing over 1.3 million visitors each year. The Zoo is a family attraction that entertains and educates its visitors. It is the Zoo's desire to maintain its position as one of the state's leading family attractions and reach its goal of attracting 1.35 million visitors on a yearly basis.

III. GENERAL SCOPE OF WORK

Under the direction of the Gift Shop Coordinator as well as the Zoo Director, the Vendor will provide a revenue share to the County of at least 25% of gross revenue after sales taxes. Vendor shall compensate County on a bimonthly or biweekly basis. Reporting must include daily sales quantities and values. At a minimum these services must be provided daily from Memorial Day weekend through Labor Day weekend each year. In addition a supplemental payment per calendar year should be paid by Vendor to County to benefit the Milwaukee County Zoo. The payment is due by July 31st of each year.

Vendor agrees to provide the following: professional staff, all necessary photography equipment, a complete solution for a successful green screen system (layout, lighting, and calibration) that suits a County approved Zoo theme, point-of-sale unit, and photography supplies. All CONTRACTOR supplies and equipment should be removed from Zoo grounds within two weeks from last day of service.

County will provide power and space at the Milwaukee County Zoo.

IV. VENDOR SELECTION CRITERIA

The Vendor will be evaluated by a committee of three individuals with knowledge of the proposal requirements and familiarity with the Zoo. The evaluation may include an interview with top scoring finalists. An award, however, may be made without an interview.

The evaluation and selection of an agency will be made based on the following criteria:

- A. Background Information and Qualifications of the vendor/staff on the type of work required for the photography program.
- B. Level of previous experience in enhancing the visitor experience and increasing venue revenues. Appropriate client references for work performed on similar projects.
- C. Proposed approach to the Zoo's photography program, i.e. strategies to be used to motivate visitors to purchase vendor photos with regard to the vendor understanding of the Zoo's goals.
- D. Submission of sample work for review of overall quality of the photo options and creativity.
- E. Reasonableness of fees charged, dates services are available beyond the minimum, extent of revenue share, and additional financial support provided County/Zoo.
- F. Disadvantaged Business Enterprise (DBE) involvement: Proponent must acknowledge that they are willing to subcontract 17% of the contract amount to a DBE vendor certified by Milwaukee County

Disadvantaged Business Enterprise Program

It is the policy of Milwaukee County to encourage the use of disadvantaged business enterprises (DBEs). The successful proposer shall comply with Milwaukee County Ordinance Chapter 42, which has a goal of seventeen percent (17%) participation of certified Disadvantaged Business Enterprise (DBE) firms on all professional service contracts. In accordance with the provision, the successful proposer shall ensure that DBEs have the maximum opportunity to participate in this project/contract. Proposers must submit a Commitment to Subcontract to DBE Firms form (Attachment A) or a DBE Utilization Plan in their proposal including, but not limited to, the following information:

- a. Name(s) of DBE(s) firm(s) being considered for utilization.
- b. Description of services that will be provided by the DBE(s).
- c. Dollar amount of the work assigned to the DBE(s).

The County reserves the right to give credit to the proposer that submits the best DBE Utilization Plan. The successful proposer shall be monitored by the CBDP Division of compliance.

DBE Participation: Each prime consultant/service provider is expected to utilize DBE firms to a minimum of 17% of the total contract or, as deemed applicable by the County to utilize DBE(s) when subcontracting. DBE participation of this contract shall be evidenced by the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS) form. Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

The County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Division.

For a list of certified DBEs, call the Community Business Development Partners (CBDP) office at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the CBDP office at (414) 278-5248.

V. TERMS OF AGREEMENT

The Vendor will be retained for two (2) calendar years, beginning on or about June 1, 2010 through December 31, 2011, with the Client having the option to extend the contract for two additional calendar years (Zoo budget is subject to annual approval by the County Board). The contract will provide for cancellation by either party upon thirty (30) days written notice.

VI. COUNTY RESERVATION

The County reserves the right to reject any and all proposals or to waive any informalities in any proposal which will be at the sole judgment of the County, and also reserves the right not to make an award.

At any time, from time to time, whenever the County deems appropriate, the County may, upon reasonable written notice, make a reasonable alteration, change, modification, addition, and/or deletion to any term, condition, criteria, requirement, time frame, and/or other specification of the Request for Proposal and/or aspect related thereto.

VII. PREPARATION OF PROPOSAL

Proposal should include all requested information as outlined in the "Selection Criteria" section and be prepared in sufficient detail to evaluate the agency's understanding of the scope of the project. The proposal must contain:

Client references including business name, business location, contact name, telephone numbers, and approach used to enhance customer's revenues and visitor experience.

Training and supervision provided to vendor staff to guarantee efficient and profitable operation.

Explanation of fees that illustrates that the vendor can accomplish the objectives.

Attachment A: "Commitment to Subcontract with DBE Firms form (DBD-014PS)," filled out and attached to proposal.

FAILURE TO PREPARE PROPOSALS IN REQUESTED FORMAT WILL BE CONSIDERED REASON FOR REJECTION.

Four (4) copies of the proposal must be received no later than 4 p.m., CST, May 27, 2010 in a sealed envelope at the Milwaukee County Zoo administration office. Envelopes should be clearly marked as follows:

Proposal for Photography Services, Milwaukee County Zoo
Attention: Joe Jastrow

VIII. CONTRACT

Attached is a draft contract (Attachment B) that includes covenants and provisions that are required to be performed by the contractor. Proponents should review the contract and its requirements in preparing responses to the Request for Proposal.

IX. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

In the performance of work under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but is not limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the nondiscriminatory clause.

Consultant agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action Program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Consultant's work force, where these groups may have been previously underutilized and underrepresented. Consultant also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action

as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Consultant, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, but in either event, Contractor shall be ineligible to bid on any future Agreements let by County.

X. COUNTY'S RIGHT TO AUDIT

Consultant shall permit the authorized representative of County, after reasonable notice, to inspect and audit all data and records of Consultant related to carrying out this contract for a period of up to three years after completion of the Contract.

ATTACHMENT A

COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: _____ PROJECT TITLE: _____

TOTAL CONTRACT AMOUNT (*) \$ _____

DBE Goal: _____ (*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE _____ Total % _____

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm _____ (Phone No. _____) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative

Print/Type Name of Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20____

State of _____, My Commission expires _____.

Signature of Notary Public

[SEAL]

CBDP APPROVAL:

Signature

Date

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ _____
(V) \$ _____

Total % _____

CBDP APPROVAL:

* Exclude all allowances

** These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

Signature

Date

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE
COMMITMENT TO SUBCONTRACT TO *DBE* FIRMS FORM
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

INSTRUCTIONS:

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

ADDITIONAL INFORMATION/REQUIREMENTS:

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.*
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248

ATTACHMENT B

MILWAUKEE COUNTY ZOO PHOTOGRAPHY SERVICES CONTRACT

This Agreement between Milwaukee County (hereinafter COUNTY), a Wisconsin municipal body corporate represented by Charles Wikenhauser, Zoo Director, and _____ (hereinafter CONTRACTOR) is entered into on this day, _____.

This Agreement shall commence upon acceptance by the COUNTY and terminate at the end of 2011 with the option of an extension for an additional two calendar years. At a minimum these services must be provided daily from Memorial Day weekend through Labor Day each year.

CONTRACTOR shall provide:

- Revenue share to the COUNTY of ____% of gross revenue after sales taxes for providing photographic services at the zoo
- Ability to integrate the Milwaukee County Zoo logo and details into the images.
- Ability to incorporate a conservation message on the photo display holder.
- Produce fast, high quality images for purchase by Zoo guests.
- Customer receipts with each purchase.
- Additional sales opportunities on-line.
- Compensation to the COUNTY on a bimonthly basis within two weeks of the end of the period. Reporting must include detailed daily sales quantities, values, and revenue share calculation.
- A supplemental payment of \$_____ per calendar year paid to COUNTY to benefit the Milwaukee County Zoo. The \$_____ payment is due by July 31st of each year.
- Professional and customer friendly staff that have completed Zoo Orientation and Safety Training.
- Effective staff supervision.
- All necessary photography equipment and supplies.
- A complete solution for a successful green screen system (layout, lighting, and calibration) that suits a COUNTY approved Zoo theme.
- Point-of-sale units.

COUNTY will provide power, internet access, and space at the Milwaukee County Zoo.

All materials prepared for the COUNTY will be submitted for approval prior to production. The CONTRACTOR shall be responsive and responsible to the Zoo Gift Shop Coordinator or designee. Pricing shall also be subject to approval by the Zoo Gift Shop Coordinator or designee.

The COUNTY reserves the right to demand removal of CONTRACTOR staff for repeatedly not performing their duties in a professional manner. The COUNTY reserves the right to demand any reports it believes necessary to document the services performed. The COUNTY reserves the right to audit all records of the CONTRACTOR relating to the services performed under this agreement. The CONTRACTOR shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of CONTRACTOR related to carrying out the contract for a period of up to three years after completion of the Contract.

In the performance of work under this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap.

5/11/2010

All CONTRACTOR supplies and equipment should be removed from Zoo grounds within two weeks from last day of service.

PROFESSIONAL SERVICE CONTRACTS DISADVANTAGED ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

The CONTRACTOR shall comply with Milwaukee County Ordinance Chapter 42, which was a goal percentage of (17%) participation of certified Disadvantaged (DBE) firms on all professional service contracts. In accordance with this provision, the CONTRACTOR shall ensure that DBE's have the maximum opportunity to participate in this project/contract. CONTRACTOR must submit a Commitment to Subcontract with DBE Firms Form (DBD-014PS)," or a DBE Utilization Plan with the following information:

1. Name(s) of DBE(s) firm(s) being
2. Description of services that will be provided by the DBE(s)
3. Percentage of the work assigned to the DBE(s). Also, include dollar amount.

The CONTRACTOR shall submit to the CBDP Office accurate and timely DBE Utilization reports (DBD-016PS) as directed. Failure to submit forms and reports are prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the COUNTY, including those listed in the following paragraph.

When evaluating the performance of this CONTRACTOR, Milwaukee County reserves the right to conduct compliance reviews and request, both from the CONTRACTOR and DBE sub-consultant, documentation that would indicate level of compliance. If the CONTRACTOR is not in compliance with the specifications, the COUNTY will notify the consultant in writing of the corrective action that will bring the consultant into compliance. If the consultant fails or refuses to take corrective action as directed, or fails to meet the DBE participation requirement, Milwaukee County may take one or more of the actions listed below.

1. Terminate or cancel the contract, in whole or in part.
2. Remove the CONTRACTOR from the list of qualified consultants and refuse to accept future proposals for a period not to exceed three (3) years.
3. Impose other appropriate sanctions.

The COUNTY reserves the right to waive any of these specifications when it is in the best interest of the COUNTY and with the concurrence of the CBDP Office.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless, the COUNTY, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by any wrongful, intentional, or negligent acts or omissions of the CONTRACTOR, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

In accordance with applicable laws, the COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees, and agents for any claims that may arise out of COUNTY'S negligence for acts, policies, or directives that affect the activities covered by this agreement.

5/11/2010

The CONTRACTOR agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability and automobile coverage in the following minimum amounts.

Type of Coverage

Minimum Limits

Wisconsin Worker's Compensation
or Proof of All States Coverage

Statutory

Employer's Liability

\$100,000/\$500,000/\$100,000

Consultant/Contractor Errors and Omissions

Copy of policy provisions, exclusions, grant coverage, discovery clauses, coverage trigger must be included in proposal submission. Names of carrier, type of carrier, i.e., captive risk retention group, purchasing group and any self-insured retention must be disclosed. Certificate of Insurance must also be submitted prior to work commencement by successful Consultant. Premium disclosure is not required.

Professional Liability

\$1,000,000 Per Occurrence

Comprehensive General Liability

Minimum limits

Bodily Injury & Property Damage
(Incl. Personal Injury, Fire Legal &
Contractual & Products/Completed
Operations)

\$1,000,000 per Occurrence
\$1,000,000 General Aggregate

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between the COUNTY or its successors or assigns and CONTRACTOR or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the CONTRACTOR is at all times acting and performing as an INDEPENDENT CONTRACTOR, duly authorized to perform the acts required of it hereunder.

The CONTRACTOR agrees to be bound by response to Request for Proposal unless changes to specific items are identified within this contract document.

The CONTRACTOR may not assign or subcontract out components of this Agreement without the prior approval of the COUNTY.

The CONTRACTOR, during the period of this Agreement shall not hire, retain or utilize for compensation any member, officer or employee of the COUNTY or any person who, to their knowledge of the CONTRACTOR, has a conflict of interest.

The CONTRACTOR agrees to be bound by MILWAUKEE COUNTY'S CODE OF ETHICS which states in relevant part: A No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family may solicit or receive, anything of value pursuant to an understanding that such officers or employees vote, official actions

5/11/2010

or judgment would be influenced thereby.

TERMINATION: This Agreement may be terminated, by either party, furnishing 30 day written notice of termination to the other party.

IN WITNESS WHEREOF, the parties to this agreement have caused this AGREEMENT on the day, month, and year first above written.

WITNESS:

By _____

Date

WITNESS:

By _____

Date

Approved as to form and
Independent Contractor
Status by Corporation Counsel

By _____

Date

Approved as Chapter 42 Requirements
By County's CBDP Office

By _____

MILWAUKEE COUNTY

By _____

Date

PICSOLVE INTERNATIONAL

By _____

Date

Reviewed by County's Risk Manager

By _____

Date

5/11/2010